

Memorandum



Date: March 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(J)

From: George M. Burgess
County Manager

Subject: Third Amendment to the Professional Services Agreement with Burns and McDonnell Engineers, Inc., MIA South Terminal Program Supplemental A/E Services-Concourses/Aircraft Apron Project No. H010A, increasing the Agreement by \$3,508,750 for an adjusted Agreement amount of \$12,531,250

The attached Third Amendment to the Professional Services Agreement (PSA) between Burns and McDonnell Engineers, Inc., and Miami-Dade County has been prepared by Dade Aviation Consultants (DAC) with the concurrence of the Miami-Dade Aviation Department (MDAD), and is recommended for approval by the Board.

MODIFICATION NO.: Third Amendment

PROJECT: South Terminal Program Supplemental Architectural/
Engineering Services - Terminal

PROJECT NO.: H010A

PROJECT LOCATION: Miami International Airport

PROJECT DESCRIPTION: The scope of the work includes architectural/engineering/construction administration services for the approximately 300,000 square feet (sf) of concourse building, as well as aircraft apron and taxilane and taxiway area and secondarily at the County's option, approximately 1,000,000 sf of terminal building. The services encompass, but are not be limited to aviation planning, architecture, landscape architecture, lighting, acoustics, signage, graphics, industrial design, interior design, engineering, telecommunication systems, development of permitable design documents for the Premise Distribution System (PDS), baggage systems, security, and information systems.

FIRM: Burns and McDonnell Engineers, Inc.

LOCATION OF FIRM: Miami-Dade County, Florida

COMPANY PRINCIPAL(S): Ronald Colas
James Kanter

GENDER, ETHNICITY AND

OWNERSHIP BREAKDOWN: 100% White male

HOW LONG IN BUSINESS: 105 years

CONSULTANT PERFORMANCE: Capital Improvements Information System (CIIS) does not list this firm. Performance on existing contract is satisfactory.

CBE-A/E PARTICIPATION: 19% (Reduced from original 24% by this amendment – Approved by DBD Review Committee on October 11, 2006)

**PREVIOUS AGREEMENTS
WITH COUNTY:**

\$5,417,500

**ORIGINAL AGREEMENT
AMOUNT:**

\$5,062,500

PREVIOUS MODIFICATIONS:

The first amendment (R-470-05) increased the agreement by \$2,531,250. The increase was due to changing field conditions (cancellation of abutting projects like Perimeter Road, encountering duct banks and other utilities that were unknown, re-design of interfaces between South Terminal and deferred projects, etc.), shifting airline alliances, new Transportation Security Administration (TSA) mandated security measures and fast tracking of construction to avoid delay impacts that would have an effect on the North Terminal Development project. The first amendment increase consisted of: \$2,500,000 for A/E services; \$6,250 for the Inspector General Audit Account, and \$25,000 for the IPSIG account for an adjusted PSA value of \$7,593,750.

The second amendment (R-810-06) increased the agreement by \$1,428,750 to provide for continuing A/E work related services and construction administration through the extension of the Phase 1 substantial completion date. The second amendment increase consisted of: \$1,500,000 for A/E services; \$3,750 for the Inspector General Audit Account and deleted the complete value of the existing IPSIG Audit Account of \$75,000 for an adjusted PSA value of \$9,022,500.

**AMOUNT OF
RECOMMENDED
MODIFICATION:**

Increase the PSA amount by \$3,500,000 for A/E services and \$8,750 for the Inspector General Audit Account.

**ADJUSTED AGREEMENT
AMOUNT:**

\$12,531,250

**PERCENT CHANGE OF THIS
MODIFICATION COMPARED
TO CURRENT VALUE:**

39%
(148% over the original amount approved by the Board)

JUSTIFICATION:

It is recommended that the Third Amendment to the Professional Services Agreement for Supplemental Architectural & Engineering (A/E) Services be approved to provide extended services required to support the South Terminal Program's completion schedule.

Since April 2002, the South Terminal Program, which this PSA is supporting, has incorporated over \$157 million in charges because of evolving scope increases.

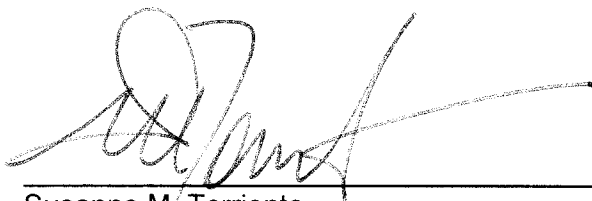
This Third Amendment will provide for extended architectural & engineering design services for bulletins, field representation services, responses to construction contractor requests for information on design and constructability, support to construction contractor change proposal negotiations, permitting support, and commissioning services during the extended program schedule duration. The services are required to obtain expedited responses to construction contractor requests for information which impact critical construction activities, increased participation in construction contractor negotiations for commercial resolution of the more than 1,000 exclusions to POJV Change Order 7, Global Settlement, and for expedited revision and finalization of design drawings to support the permitting process with the Building Department to secure Certificates of Occupancy for the facility. Also provided for in the recommended Third Amendment are A/E support services for several approved South Terminal support projects which include dual taxiways, Park 4 bridge connector and security lightscreens.

Per state statute, only the original Engineer of Record (EOR) can perform certain services related to the project, this firm is required to subcontract with the EOR for much of the work. This affects this consultant's ability to meet the contract measures.

This issue has been reviewed with the Department of Business Development (DBD) in great detail, and on October 11, 2006, the Review Committee approved the firm's request for reduction in the contract measure to 19%.

The increase of \$8,750 in reimbursable expenses is for the required 0.25% of the contract value for the Inspector General.

USING AGENCY:	Miami-Dade Aviation Department
PROJECT MANAGER:	Steve Overton
FUNDING SOURCE:	Airport Revenue Bonds
APPROVED AS TO LEGAL SUFFICIENCY	Yes
DBD REVIEW	Yes

A handwritten signature in black ink, appearing to read 'Susanne M. Torriente', is written over a horizontal line.

Susanne M. Torriente
Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(J)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor Agenda Item No. 8(A)(1)(J)
Veto _____ 3-6-07
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BURNS AND MCDONNELL ENGINEERS, INC., FOR MIA SOUTH TERMINAL PROGRAM SUPPLEMENTAL ARCHITECTURAL/ENGINEERING SERVICES, PROJECT NO. H010A AT MIAMI INTERNATIONAL AIRPORT, AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME AND TO EXERCISE CANCELLATION AND TERMINATION PROVISIONS THEREOF; INCREASES THE CONTRACT BY UP TO \$3,508,750

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Third Amendment to the Professional Services Agreement between Burns and McDonnell Engineers, Inc. and Miami-Dade County for MIA South Terminal Program Supplemental Architectural/Engineering Services, Project No. H010A at Miami International Airport, which amendment increases the contract amount to a maximum of \$3,508,750, said Amendment being in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same on behalf of the County and to exercise cancellation and termination provisions thereof.

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The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. *DBM*

Deborah Bovarnick Mastin



Dept. of Business Development
Project Worksheet

Approved
By RC
on 10/11/06

Project/Contract Title: SOUTH TERMINAL SUPPLEMENTAL A/E SERVICES-
CONCOURSES/AIRCRAFT APRON (SIC 871)
Project/Contract No: A02-MDAD-03/H010A
Department: MIAMI DADE AVIATION DEPARTMENT - S
Estimated Cost of Project/Bid: \$12,531,250.00
Description of Project/Bid: To establish a Profesional Services Agreement to provide project specific services for MDAD's South Terminal Project (STP) The STP is a major expansion to the present terminal configuration and consists of eight major design packages: the MIA South Terminal expansion; terminal improvements, Concourse J; H-J utility and pavement; Concourse H modifications for International Gates; Concourse H International Head house demolition and construction; MIA H terminal improvements; and H-J storm sewer and related work. The agreements provides for a 8-year effective term or until the maximum compensation limits are reached. TC: 14.00 (prime), 4.01, 4.02, 8.00, 10.01, 11.00, 12.00, 13.00, 14.00, 16.00, 17.00, 18.00, 19.08, 19.14 and 20.00.

RC Date: 10/11/2006
Item No: 1-01
Resubmittal Date(s): 12/11/2002

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	19.00%

Reasons for Recommendation

This project is being resubmitted due to a change in the measure from 24% to 19%.

This project meets all the criteria set forth in A.O. 3-32, Section V.

SIC 871 - Engineering and Architectural Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
AVIATION SYSTEMS-ENGINEERING DESIGN	CBE	\$626,562.50	5.00%	26
GENERAL STRUCTURAL ENGINEERING	CBE	\$1,127,812.50	9.00%	29
GENERAL CIVIL ENGINEERING	CBE	\$626,562.50	5.00%	55

Total \$2,380,937.50 19.00%

Living Wages: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee

Date

County Manager

Date

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**THIRD AMENDMENT TO THE NONEXCLUSIVE
PROFESSIONAL SERVICES AGREEMENT WITH
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR SUPPLEMENTAL ARCHITECTURAL/ ENGINEERING SERVICES -
CONCOURSES/AIRCRAFT APRON
FOR THE MIA SOUTH TERMINAL PROGRAM
FOR THE MIAMI-DADE AVIATION DEPARTMENT**

THIS THIRD AMENDMENT, entered into this ____ day of ____, 2006 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Burns & McDonnell Engineering Company, Inc., herein referred to as the "Consultant".

WITNESSETH:

WHEREAS, by Resolution No. R-1261-03, passed and adopted November 6, 2003, the Board of County Commissioners authorized an agreement between the parties hereto for Supplemental Architectural/Engineering Services Concourses/Aircraft Apron for the MIA South Terminal Program at Miami International Airport, hereinafter referred to as the "Agreement", and

WHEREAS, by Resolution No. R-470-05, passed and adopted May 3, 2005, the Board of County Commissions authorized the increase of funds for Basic, Work Related, and Work Site Services not originally included in the Agreement, and

WHEREAS, by Resolution No. R-810-06, passed and adopted July 6, 2006, the Board of County Commissions authorized the increase of funds for Basic, Work Related, and Work Site Services not originally included in the Agreement, and

WHEREAS, the County desires to further increase the funds available for Basic, Work Related, and Work Site Services and the Consultant is willing to provide such services under the terms and conditions of the Agreement not originally included in the Agreement to provide additional Architect Engineering services for the altered layout of rooms and walls for the accommodation of a redundant and expanded data network system, to include an increase in the number of terminations, additional security, and to increase the length of time required for construction inspection, and

WHEREAS, this Supplemental A/E Professional Services Agreement was awarded because the original A/E PSA's could not be amended due to a Federal Court Ruling; and by state statute only the original Engineer of Record (EOR) can perform certain services; the Consultant is required to use the EOR's as subconsultant's; thus affecting it's ability to meet the contract measures, and

WHEREAS, the County established Section 2-10.4.01 of the Code by Ordinance No. 01-103, as amended by Ordinance No. 04-120, creating a Community Business Enterprise Program ("CBE-A/E"); therefore, the Consultant has requested a reduction in the Contract Measure in accordance with Section 2-10.4.01.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Article 7.7, the fourth line, Contract Measure: 24% is hereby deleted in its entirety and is replaced with the following:

Contract Measure: 19%

2. Article 8, the first sentence is hereby deleted in its entirety and replaced with the following:

Unless otherwise authorized by Amendment to this Agreement, payments to the Consultant for Services performed shall not exceed **\$12,500,000.00 (Twelve Million Five Hundred Thousand Dollars and No Cents)** and shall be disbursed as reflected herein.

3. Article 8.3.2, the last sentence is hereby deleted in its entirety and replaced with the following:

Reimbursement to the Consultant for approved Sub-consultant(s) expenses authorized as Additional Services shall be paid at the Owner approved rate times the Sub-consultant invoice to compensate the Consultant for all costs associates with expenses.

4. Article 8.6 is hereby deleted in its entirety and replaced with the following:

8.6 INSPECTOR GENERAL AUDIT ACCOUNT: One audit account is hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Ordinance No. 97-215. The amount for the Inspector General Audit Account is hereby set at **\$31,250.00 (Thirty-one Thousand Two Hundred Fifty Dollars and No Cents)**. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

5. Article 8.8 is hereby deleted in its entirety and replaced with the following:

8.8 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: Except as otherwise provided for herein, the Total Authorized Amount for this Agreement, including Reimbursables and Audit Account, is **\$12,531,250.00 (Twelve Million**

Five Hundred Thirty-one Thousand Two Hundred Fifty Dollars and No Cents. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

6. In all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified herein.
7. This Amendment shall become effective as of the date first written above.
IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
a political subdivision of the State of Florida

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

County Manager

(MIAMI-DADE COUNTY SEAL)

ATTEST:

Burns & McDonnell Engineering Company,
Inc.

By: _____

James M. Kanter
Regional Manager

(CORPORATE SEAL)

Approved for Form and Legal Sufficiency

By: DBM
Assistant County Attorney

